

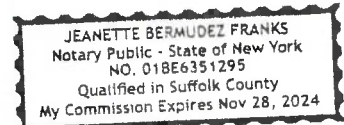
State of New York
County of Suffolk

State of New York

This instrument was acknowledged before me on this
18th day of May, 2023 by Edward Gonzalez

County of Suffolk

Jeanette Bermudez Franks
Notary Public



Personally came and appeared before me, the undersigned Notary, the within named
Edward Gonzalez who is a resident of Suffolk County, State of New York, and makes this his
statement and General Affidavit being first duly sworn, under oath and affirmation of belief and
personal knowledge that the following matters, facts and things set forth are true and correct to
the best of his knowledge:

April 24, 2023

Mr. Edward Gonzalez Chapter 11 case#: **22-71280**

To The Honorable Judge Trust

In reference to Ms. Ortiz's response:

1. Your Honor, please be advised that I am again writing to you in response to Ms. Ortiz's response. I was referred to Ms. Ortiz by Mark Altschul (Altschul & Altschul), my ex real estate attorney who defended us for part of the Jackson Heights foreclosure and for all of the Dix Hills foreclosure. He was also the attorney for my grandfather's Estate and trust matters (Brooklyn property— and the Jackson Heights property that is in judgment), which Ms. Ortiz has brought up

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EASTERN DISTRICT OF
NEW YORK

reason defaulted on the answer to the summons and complaint, and got us a default judgment which I found out later. He did not help us strike an agreement after the fact that he jeopardized our case, if anything he was telling us to do it ourselves and misleading us to the banks to negotiate. He was compensated for all his unethical work. Since he recommended her, I still trusted him since he was a referral from a good highschool friend of my sister, but after these facts, I later came to wake up and smell the coffee. I made the mistake of not getting other estimates and advice from other attorneys. I just went straight to her.

2. When Ms. Ortiz agreed to represent me, I do not recall if she informed me of how difficult it was for individual debtors in getting financing after filing bankruptcy. Educationally, I knew that on my own behalf because I received an associates degree in business administration at SCC and a bachelors in business regulations in nonprofit and profit organizations at CPS at SJU. One main important reason that she should not be compensated is that Ms. Ortiz from the day she filed Chapter 11 for me, knew that the deed on the Jackson Heights property was still under a Living Trust, and I addressed this to her and Mr. Altschul numerous times. She requested copies of the deed and I gave it to her. They did not take that into consideration. They could have advised us. Ms. Ortiz did not advise us, still until this day, to transfer the deed to us, the beneficiaries, and do it properly so that my mother can assist us in taking out the loan. Nor did Altschul, ever, who was supposed to defend the foreclosure matter in the Supreme Court. They knew that none of us were the Trustee. It most probably

would not have closed the day of closing. So, what kind of law assistance were they giving us? Seven months went by and the main piece of law advice, in order to save our home, was never given or done by either of them. So even if we would have gone with Ms. Ortiz's recommendation, again, the closing would have most likely not taken place. Just with that unethical performance, she should not be compensated. Please see copies of the deed on pages (44-45) of my response. That is not fair for her to bill me for all of that time when Ms. Ortiz knew and just let it be. No wonder she kept telling me that there is no loan for us, or that we cannot afford the judgment, of course, because the deed was never transferred. Ms. Ortiz said in an email, this is copy and pasted: (We agree to accept a \$10,000.00 retainer fee to serve as your bankruptcy counsel in your Chapter 11 case. Our retainer fee does include the court's Chapter 11 filing fee of \$1,717.00. I was paid \$8,283 in legal fees because I paid the court filing fee of \$1,717.00. I have worked on your case for over 7 months with this fee. In the contract, I state the fees can reach \$50,000 to \$100,000: they can be higher or lower depending on what happens in a case. For example, if you had gotten a loan in August, there would have been a lot less work to be done. It all depends on what happens). What Ms. Ortiz says in her email could have never been fulfilled, since the main law of transferring a deed was not done. Just to add another part of her email. Again it is copied and pasted: (The law requires me to try and get creditors paid as soon as possible while trying to help you reach your goals.) Ms Ortiz's whole email is copied at the end of my response. Please see Pages (29-30) of my response. She should at least please give me back some of the \$10,000.

At first when I met her and spoke through the phone, Ms. Ortiz gave me the impression that it cost \$10,000 dollars just to file for Chapter 11. That it was not a retainer, and she was going to bill as she worked through my case because it was so expensive, since I never filed for bankruptcy before. I do remember her giving the different prices of what the costs were for the different Chapters. When I went to Ms Ortiz's office to hire her on 6/1/2022, I remember signing some papers and skimming through it, as if everything was in a rush due to the fact that the auction sale was the next day. If I may recall, Ms. Ortiz told me it is the basics, the hourly rate for the paralegal and her, that it was preferable for me to work more with the paralegal because his rate was cheaper and that is why she offers and lists him. I do not believe she gave me a copy of the retainer because I cannot locate one from that day. I think Ms. Ortiz said that she would later send me a copy. However, they sent me a receipt via email of the \$10,000 payment as a retainer, which I somehow did not see right there at the moment on 6/1/2022— stating that it was for a retainer, although it is dated 5/16/2022.

It does not say specifics about what the \$10,000 covered. It was not the complete retainer. I was confused with the \$10,000 payment. Later in the case, Ms. Ortiz sent me a bill on 1/13/2023 of 25,833.04, applying the \$10,000 payment on 1/11/2023, when I originally paid it on 6/1/2022, which left a balance of \$15,338.04. When she sent me an invoice calling it scope of representation on 1/11/2023, one day before my birthday, it became apparent that the \$10,000 was billed as a retainer—not for filing. Please pages (39-40) of my response. The bill is very confusing, with so much billing for work that was unnecessary that I did

not benefit from. I found that unprofessional and too much of a coincidence, because out of almost 250 days of representing me, she decided to email me on that day. I brought it to her attention and she had a small laugh and said "I do not know when your birthday is." Right there she was not telling the truth because from the beginning of my filing of Chapter 11, they had requested a copy of my license.

Ms. Ortiz actually told me many times that my situation was different from many others because I had a lot of equity, and since I was in a better position than most people, I could *satisfy the judgment*. I guess that is not true, because she did not do that for me—the whole reason for my hiring her. I recall Ms. Ortiz asked me why we were so behind for the Dix hills house, and I said that they never wanted to take our payments and come to an agreement. Ms. Ortiz then told me that now she will make them accept payments, and that they now have to take payments like if it was an obligation. Not just them, but all creditors. That we have to start working together in order to get me out of Chapter 11. Unfortunately, that did not happen. I am trying to still figure out as to why that was not the outcome in my case.

This is just one of the reasons I had to let her go as my attorney. After talking to other lawyers, they asked why she did not file Chapter 13 for me, that it would have been better. They also said, "it looks like she is in a rush just to sell your home." Ms. Ortiz said that Chapter 7 is cheaper, however, since I have a lot of property—they would liquidate, so Chapter 11 is a better route and that Chapter

13 is way more expensive, like over \$20,000. But then, another lawyer told me that he does not charge that much for any of the Chapters.

I do not remember her telling me early in the case that if there is no reorganization, it can be converted to a Chapter 7. Ms. Ortiz talked about Chapter 7 sometime in October in a negative way, and sent me an email about Chapter 7 the day after I released her on 1/13/2023. The whole email sounds very intimidating, like to scare me in order for me not to show up in court. Let's just ask ourselves the question as to why my siblings and I were never present at one of the court hearings, while we were very anxious and curious to attend. Ms. Ortiz did not make an effort for us to attend when we requested numerous times. I was present for the first time ever on 1/25/2023, recently with you, after so many hearings that had already passed. To me it seems that she must have thought I was not going to be present. Ms. Ortiz informed me around October during a conversation, in an intimidating manner— making it sound that we could not afford the judgment, and she was afraid that I could be left homeless because of my actions. That day she also mentioned that we had nothing, however, she knew about the summarization letter, and I had to speak up and stop her and remind her that we do have something in writing from the mortgage broker. She would then say “oh yes, you do, sorry. ” Then Ms. Ortiz would come up with another tactic, that it was not enough to keep fighting against me, and say negative remarks, and tell me that she was afraid that my family and I would be left on the street. What professional attorney would say such a thing after supposedly trying to assist and knowing that I have a lot of equity to pay the judgment. She said so herself,

something to me was really not kosher. The email that she sent after I released her on 1/13/2023 said that your Chapter 11 could be moved to a Chapter 7, and that I was at risk of a conversion which will be very difficult for me and can result in the sale of other properties and my loss of control of decision making. Please see a copy of her email on (page 37) of my response. Almost every conversation with her was very hostile and uncomfortable. Please understand me, Your Honor. On 7/12/2022, Ms. Ortiz sent me an email only once, of a potential mortgage broker, and told me to call him, but never connected us through email which could have been done in order for him to contact me as well. He did not contact us and Ms. Ortiz did not persuade me any more. The email does not ask for my siblings information or income. In that moment, she should have asked and persuaded more diligently because it is hard for a debtor to get financing. She demonstrated in her response and exhibits that she was offering her assistance with emails 8/30/2022 and 9/3/2022— almost two months later from when she referred her contact, and four months from when I first filed for Chapter 11.

It clearly shows that she had no urge in helping me get the financing. A serious and professional lawyer would have asked me sometime in July if there was any communication with her contact or she would have had him contact me and pressured for a conference call or email— if she really wanted to help out. But no, Ms. Ortiz let time go by as you can see, to keep charging her hourly rate. If she was really rushed into assisting us, she would have done it. Again, the deed was never stressed upon to be transferred by her either.

When I told Ms. Ortiz that the banks were not taking any payments, she said "since you are now in Chapter 11, I will now make them start taking payments." Throughout the whole case she did not ask me to start making payments. When she saw that there were good rents coming in, she would say, " Mr. Ravert can be asking for payments at any moment, but I was lucky that he was not asking for any." She would say this in a negative way. Ms. Ortiz had me confused. All we wanted was to save our home, go back to our original loan, and start making payments, not be taken advantage of. We wanted to be heard, and be able to save what we have left for our futures (my siblings and I). All of our money has gone to lawyers for the past 15 years, because I feared that I would lose my home and it would be foreclosed on—so I hired attorneys to fight for me, but not one ever truly did. No one has ever once wanted to work with me or assist me in refinancing the Jackson Heights home and getting it back on track.

How would we be able to refinance if my uncle is still the Trustee, who never wanted to assist us, and the deed is still under my grandfather's Living Trust. It was ironic how my uncle had his attorney Jonathan Kroll present trying to make things difficult for me by putting in a claim during my bankruptcy case. I told Ms. Ortiz several times about the whole situation of my uncle not committing to his fiduciary responsibilities, and that he is mainly responsible for the issue of the Jackson Heights property. To please make it known in the bankruptcy court to you, Your Honor. I do not think that she ever did. On the first day that I was present in court, I wanted to let you know about this information with my uncle, but did not get a chance to. The hearing happened too fast, and with so much

going on, I must have forgotten. Even mentioning it in the letter of 3/3/2023. Not one lawyer has ever advised me on how I can remove him as Trustee (since he was the one who was irresponsible in making payments and defaulted on this property to begin with) and put me in this position in the first place. I just want to save my home. Instead I've been fed lies, spent a lot of money on lawyers, because attorneys have seen that I was a young person with no experience and left with properties (money) by my hard working grandfather. Now that you, Your Honor, have background information on how I arrived at Ms. Ortiz and the position of bankruptcy, you can hopefully feel for me and plead with me.

3. Ms. Ortiz is saying that I did not want to pay Pe-nc their full claim. I asked and told attorney Mark Altschul that Ms. Ortiz said "they want the whole thing and that there is no negotiating," he even said "no, no what is she saying, I will speak to her," making it seem that we can negotiate.

He also told me that there are ways we can negotiate, as in having some tactics. I don't know what was the outcome of him speaking to Ms. Ortiz in reference to the negotiating because all of a sudden, Mr. Altschul would not even take my phone calls anymore, even for the estate matters. I would try to tell Ms. Ortiz about Altschul's strategy, and she would tell me that he is a real estate attorney, not a bankruptcy one. She also said "these real estate attorneys, when they do not win in the state court, they refer their clients to me," making it sound as if they are washing their hands and just passing the cases over like a hot potato without knowledge of the federal court. I believe that is what happened in my case. Mr.

Altschul would make it seem like he also knew about dealings in the federal court, and that there can be some negotiating. Since I had his advice in my head, that is why I would tell Ms. Ortiz, to please negotiate, but then again, both attorneys were not working for our best interest. These two attorneys both had me baffled.

The full amount that Pe-nc is asking for, in my eyes and in fairness, is exuberant. To offer less and strike a deal is a natural step— because they are extorting us, asking for so much money without an original note in their possession— just charging so much interest, which I do not know is even legal. Originally, the loan that my grandfather took out for the Jackson Heights property in question was for \$270,000— The mortgage was originally defaulted by the Trustee my uncle (Diego Gonzalez) (not me) and with many mortgage payments made by grandfather to the original note holder, and by me (after his death), to a company (Private Capital) —that made it seem like I was appointed the new Trustee. But I never legally was. Private Capital went as far as to prepare a fake document on releasing my uncle as Trustee, and absolving him for any duties of the beneficiaries (my siblings and I). I came to find out that it was all a fraud committed by this Company (Private Capital). Also, because the original late Judge Hart, may his soul Rest In Peace, of the Jackson Heights foreclosure—was my only advocate. He saw what Pe-nc and all the noteholders were doing—that it was not right, and they did not have good standing; he was doing his job by the book. They tried to appeal his orders, but were denied. Late Judge Hart wanted to have a full blown out hearing that never happened because a new Judge, Mc Donald,

practically swept everything under the carpet after Judge Hart passed away. Many attorneys' malpractices, the pandemic, and economic crisis was another reason that I asked for a lesser judgment, which has now increased to \$1 million, and continues to increase. To me, it is unfair. Your Honor, may you please understand where we are coming from. My siblings and I were not opposed to paying their full judgment, it is just that the debt was about \$550,000 in 2016, when we hired these unethical lawyers. There was debt that we did not create because the Trustee of the property was neither of us—we had no control. I hired lawyers to help save my property, and not one compiled with me.

As for Ms. Ortiz' response, I cannot recall if I offered 30% of the judgment, which I most probably did not, but if I did, it was a start. Regardless of this, we still asked for the max.

Altschul never told me or advised me to get refinancing in 2020 or 2021, when the interest rates were at historic lows. Neither did Ms. Ortiz try to help us get our loan with the summarization letter of Carlye Capital for the end of 2022. She kept bringing up no good reasons that it would not fly. All this time has been wasted, and now with the bank issues, the rates are high and it might be harder to get a loan. Again, it is unethical on their part to make me spend so much money on lawyers and still be in this position. It is just totally unfair for us. Some of them should be suspended and fined. There were more attorneys before Altschul that I did not mention. They simply did not assist us on what they promised. I can write a whole book on all these unethical attorneys.

The only person (who isn't even a lawyer), who we felt genuine help from was the mortgage broker. He tried to communicate with Pe-nc's lawyers and asked for only \$750,000, with the intention of trying to help us, thinking that he was sure that they would accept that offer. That is the impression that I received. Right away we asked him to request the max. We felt that Ms. Ortiz could have done a better job for us in getting a lesser figure than the full amount being asked. We are in our right to negotiate, because it is unfair what they are doing to us. These big time money making people who just plow through people's homes and mortgages. Unfortunately, Ms. Ortiz did not try to communicate with Ravert the way we wanted her to. Ms. Ortiz was just harsh during the majority of the case, and told me that they do not have to reduce anything if they don't want—that if she was them, she would not come down on the figure—why would they? I asked her, not even a couple of thousand dollars? To me that is quite unheard of. It is hard to believe, and for being our lawyer, to charge so much and not have any bargaining power or ammunition to negotiate? That is unbelievable. I did not feel she was trying her best with something so delicate.

I am just learning. Again, Your Honor, may you please understand me. In reference to the commitment letter (summarization letter?—there will be more talk about that below), when the mortgage broker requested the \$750,000 on September 7, 2022, and we had some money saved up to be close to the Judgment figure—but Ms. Ortiz would still say that it is not enough, so that is why I asked the broker for the max. We were then up to \$880,000 (including our money saved—and with some family members that were going to assist us). She would

still say that is not enough, but why does she say in her response that she asked us to get something *close* to the full amount? To me that is something *close* to the full amount; the \$880,000. That is not the reason why I even hired a lawyer. I hired a lawyer to help me with bankruptcy and save my home, but she did the opposite. She fed me scare tactics and kept telling me the money I was coming up with was not enough, and kept coming up with an increase in the figure of what I owed. To the point that the broker said that he could no longer help us, because she told him that I had to settle other "debt" aside from the judgment—so that is why I needed more money. Gabriel Ciccone, the broker, also told my sister that we needed up to 1 million dollars now because I had to settle another debt with the Brooklyn property for which my uncle made a claim, which is not true, and not even Ms. Ortiz's domain. Ms. Ortiz was misleading the mortgage broker. She was trying to mix a complaint that my uncle made in regards to another property, which again, had nothing to do with this current case and what I hired her for. I spoke about this incident in my last response to you, but am now sending you a copy of her email where she corrects herself from trying to use that claim from my uncle as a scare tactic. In Ms. Ortiz's response, she just wanted to act like she was helping us in front of you, Your Honor, but it is not true. She kept coming up with erroneous reasons why I owed more money aside from the actual judgment. That's truly why on 1/13/2023, I told her that she did not want to really help us, and I needed another attorney.

4. Since Carlye Capital provided us with the summarization letter, I thought it was a commitment letter, and when it was shown to Ms. Ortiz, she did not inform me that it was *not* a commitment letter. I have proof with an email. It is attached. Please see pages (32-33-34-35) of my response.) Ms. Ortiz is now contesting us, and saying it in her response that is not a commitment letter. At first, Ms. Ortiz, with the summarization letter, was quick to let me know that she was sure that there was nothing, even though we had a summarization letter. If Ms. Ortiz knew about this, why was she so pessimistic, just by her actions of that day sometime in October, made me nervous. On top of that, she said “that because of my own actions, she was afraid that me and my family could be in the street, because even the house where I live could be liquidated.” To me that was a very unprofessional scare tactic. Yes, she said that my case can be moved to a Chapter 7, however, she never said it can be dismissed.

Until this day, I would like to learn why it would have been moved to Chapter 7— if we could pay the judgment or come to an agreement and be at peace? However, I would strongly tell her that we did have some letter in reference to the loan, that it was a start, and that the mortgage broker, Gabriel Ciccone, told me that they were hot for the deal. She would then accept that I do have a letter and say “Yes, you do, I am sorry.” Her being my lawyer, she should have informed me that it was not a commitment letter, but she failed to do so. Inclusive, she sometimes referred to it as the commitment letter with her own words. To send it to her via email, and I did, she received it and did not alert me that it was not one. Why would I mention it in my letter of 3/3/2023?

That was what the broker also referred it to as, and so I used the term. That whole time my mother, siblings and I thought it was. That right there shows and tells me that she was not defending or working for me 100%. Ms. Ortiz used the subject of the commitment letter in her response to you for her defense in order to show that I did not know what I was saying. In general, it is the logical point in what I was trying to get across in reference to the commitment letter. However, Ms. Ortiz did say it was not a commitment letter when I forwarded her an acknowledgement and agreement application on 9/20/22, which is a different document, but she did not mention it for the summarization letter. Please see Email pages (37- 39) of my response.

5. Ms. Ortiz states she participated in at least two telephone calls with the mortgage broker in the fall. I was present because it was a conference call and one of them was in the winter on 12/30/2022. The broker did mention the increased interest rates and changes in the market. However, Carlye Capital was still willing to fund us the loan. I told both Ortiz and Ciccone (The broker) about our Brooklyn property as a backup, that it has no mortgage, and if we can use that property to get a mortgage? The mortgage broker said, "it would be better for us going that route," but that he still was going to ask for the max for the Jackson Heights property (the \$880,000). So why did Ms. Ortiz assume we could not obtain funding? That we faced the prospect of having to sell the Jackson Heights property?

I had no reason to attack Ms. Ortiz' firm, or avoid any sale. As you can see, I tried multiple avenues to try to get funding to save the Jackson Heights Property. The broker himself said the bank wanted to work with us, and I have proof of working with a bank and of a broker trying to obtain an approval (via the summarization letter—which was looking positive), as well as equity in another property (Brooklyn property) that could help save this particular Jackson Heights property. This whole incident that we speak of now happened naturally, due to Ms. Ortiz' ethics and morals. She was not speaking truthfully, because we never wanted to get the auctioneer involved. There was no need to, she even said it herself earlier, at the beginning of my case—that we had enough equity. She was very well aware of my equity, and used it as a scare tactic multiple times, threatening me and telling me that they would liquidate my other properties? But when it was time to take out a loan or negotiate for the Jackson Heights property, she was not working in my favor? Again, instead, she manipulated me and was trying to manipulate my siblings into signing for the auctioneer, knowing that we could afford the judgment. I felt that fear throughout my whole case.

6. On the hearing of 2/22/2023, I did not make any false statements to the court, they were all true, and I had no reason to. Again, it all came out naturally. As you can see, even when I told Ms. Ortiz that I did not need her anymore, she still showed up with the intention of trying to get the order signed by you, Your Honor. She thought I was not going to show up, or stand up and speak for myself. It was clearly noticeable that Ms. Ortiz was in a state of shock. She was not even able to

defend herself at the moment, because Ms. Ortiz knew that I was right. Honesty prevails and dishonesty fails. She had to wait and ask for it to be put in writing, so she could buy time and figure out how she can lie again to make herself look good. Ms. Ortiz claims in her response that the court directed me to put it in an affidavit form, but I must have missed that direction since the hearing was via zoom. But please take into account that I was also pro-se and did make the effort to get it notarized. I am trying to do everything by the book. The affidavit is a lame claim to make against me whilst she has carried her way as such. Yes, on the due date of my letter, I called Ms. Ortiz to see if we can come to a solution before I submitted my letter; however, her paralegal called me back and said there is no agreement.

7. When I said that “she did not assist me At All.” I want to clarify that what I am saying is that Ms. Ortiz did not help me in applying for the loan from Carlyle Capital, or any other loans, because, as we can see, there was no other. Just that one. If Ms. Ortiz says that she did try to assist, it was not early on in the case or to her fullest attempt. Ms. Ortiz sent me an email about a Mortgage broker that she knew on 7/12/2022, however, Ms. Ortiz only once told me to give him a call throughout the entire case. She did not pressure any further since. Ms. Ortiz did ask me how it was going with the loan application, and when told her about it, she would come back and say that there was not that much time, so after a hearing in November, she said that, “the Judge wants you and your siblings to sign for the auctioneer in order to put the home up for auction— that if we do not agree to

one, that the Judge will do it himself. That there is no more time, and by agreeing and signing, it will buy us more time to get the loan.” That is the reason why I signed. So why does Ms. Ortiz say in her response that she would not have continued to represent me if we did not agree to the auction?

Ms. Ortiz never pressured me with that particular stipulation at the beginning of me ever even hiring her. She knew from the beginning that I wanted to save my home, so why take me on as a client at all then?

Ms. Ortiz and I knew that we could afford the judgment, so why even pressure or bring up the option to put my home up for auction. That is how strong her intimidation was, and she knew how badly I wanted to follow your direction, Your Honor, to save my home to get more time in finding a loan. Ms. Ortiz used you as a scare tactic, because she knew that we did not want to sell our home. Your Honor, you could have signed my home over at any moment. I was living in fear from that. But when I found out through you, that a Judge or the court would never force anyone to sell their home, I was more baffled than ever. I realize Ms. Ortiz was just intimidating us to get her way—and I signed with the intention to comply with your supposed directions. It made me upset at the time. My siblings even asked me why I signed.

Again, in reference to the commitment letter, when Ms. Ortiz states that she never received a commitment letter, she knew exactly what I was referring to—the summarization letter. That is the document that she had, but would still say in an assured and harsh manner that we have nothing—that there is no loan, meanwhile, we were getting the ball rolling. She said all of this during phone call

conversations, but of course, logically, she would not put it in an email or writing. I am not that kind of person, to just let go of an attorney after receiving \$10,000 from me. Again, it was the way she spoke to me over the phone. Ms. Ortiz is making it seem like she helped me by “preparing the MORS,” but the main reason for me hiring her to help save my home was not 100%. She was just so unfavorable about it, and not really trying to help. I felt it during our numerous conversations.

The summarization letter was a start, and my mother had signed it before it expired in January. Ms. Ortiz knew my mother had signed it, and regardless of that, she kept making it hard for us, as if we could not afford the judgment. She deliberately tried to push the sale of my home. What kind of attorney does that? She had the auctioneer go take pictures of my home, and was devaluing it with her own words. Why would she devalue my home? Shouldn't she be doing the opposite? Another attorney told me that she was moving quickly to sell the home. The auctioneer basically went and wasted their time, and mine. The auctioneer who showed up was being harsh and negative, which was confusing. Some examples of that day include: him asking me how much the rent roll is? And if my tenants were paying me? I answered him yes, and he said, “does Ms. Ortiz know about it? And if I was giving the rent to her?” Another thing he mentioned was—because I truly did want the sign to go up, or for any of this to happen—was that you, Your Honor, “The Judge,” would get upset with me; that I could get in trouble, because I was not complying and did not what the auctioneer to put his sign up or for any of this to happen. Without due, I let the auctioneer put

up the sign—which did not look good, because of my tenants, and for us. It all of a sudden looked more like an advertisement for the auctioneer’s business. I felt that both the auctioneer and Ms. Ortiz were ganging up on me, trying to intimidate me with no shame. Another example, in one conversation on 1/13/2023, after I let Ms. Ortiz go, and told her I did not need her any longer—she still proceeded, in an intimidating way, to send me an email that stressed the auctioneer was going to be present on our hearing of 1/25/2023. That the auctioneer would show up and still push for you, Your Honor, to sign the order. Of course, the auctioneer did not even show up to our hearing. I am amazed and shocked by all of this. I have been through a lot, and although I may have looked dumb and ignorant to her and the auctioneer, or whoever—I still showed up to my hearing as prosé, stood up for myself, and stopped Ms. Ortiz from forcing you to sign the order to try and sell my home. To be honest, if I would have never let Ms. Ortiz go, I might still be in bankruptcy without my home. In essence, I am glad I let her go, trusted my gut, and caught up to her unprofessional acts.

8. There is an email that Ms. Ortiz posted as an exhibit, dated 8/30/2023, about a month and a half after she sent an email of her referral lender, and about 3 months after I filed Chapter 11. I remember giving her my siblings’ information early in the case, because she had asked for it. If I can recall, I gave it to her during a conversation. I asked my siblings several times if she had called them, and they both told me no. Ms. Ortiz made it seem that I did not give her this information, because she asked for it again way later in an email, and I gave it to them for a

second time. A copy of the email is pasted at the end of my response. Please see pages (41-42-43) of my response. Sometime in November, the day of one of our hearings, Ms. Ortiz said again, "I need to speak to your siblings to see if they are on board with signing for the auctioneer." Ms. Ortiz did not call either of them to gather their income information or ask about the auctioning of the home. She later called my brother for something else, to tell him that I was living in a fantasy and intimidating him as well—making it sound like we could not afford the judgment. Ms. Ortiz did not call my sister at all.

While I did know that Mr. Ravert had a "recommended lender" for us to use for the settlement of the judgment, we did not use his referral at the moment in time because my family already had a mortgage broker, and had been approved for a loan through him in the past.

I do not remember her telling me that she communicated to this lender of Mr. Ravert's referral, nor that she gave them our information. No one ever tried to contact us, so how could we have followed through? Why did she not follow through if she supposedly started it? Ms. Ortiz has all these other emails in trying to look good to cover herself like she was assisting, but nothing of her providing our information to the lender. Ms. Ortiz simply did not care. Since I knew that Mr. Ravert was offering his assistance at the beginning of the case, I was the one who asked her about Ravert's referral—because we were only getting the \$880,000 from Carlyle Capital (and that it was not enough according to her). Since she kept giving me the impression that we were not in a good position, I became desperate, confused, and told her to ask Mr. Ravert for his

recommendation in order to settle this since Ms. Ortiz made it seem complicated—because she kept telling me that it was not enough. Ms. Ortiz then would say, “ oh, now you want his help, it’s too late for that.” Also, if she saw that her client (me) was having hardship with getting the full judgment, why not offer help at that moment? Ms. Ortiz knew that my siblings and I had interest in the Brooklyn property, and that it has no mortgage—with a lot of equity. She did not recommend to me that we could refinance that property and help pay the judgment. Ms. Ortiz advised me numerous times to sell my share of the Brooklyn property in order to pay the judgment. I kept telling her that I did not want to sell, if it has a lot of equity, why not take out a loan?

I am not saying that Ms. Ortiz never offered me assistance, she did early on in the case, but not 100% (of course, this is why I hired her in the first place); but throughout our time together, toward the middle and the end of the case, she absolutely did not. It morphed into scare tactics and threats. Since my mother and siblings had already been approved for a loan in the past, I told Ms. Ortiz that I would like to pick up from where they had left off to satisfy Pe-nc’s claim. That is one reason I did not call Mr. Ravert initially. However, she should have been guiding me more, during that month of July. She waited almost two months to see how it was going, and she did not have her referral or contact to call me to at least get some estimates. Ms. Ortiz said in her email that they needed my siblings' information in order to get those estimates, which I did provide her with, but Ortiz & Ortiz never contacted either of my siblings. Not even an email. But on 2/23/23 Ms. Ortiz was not hesitant to send them an email copy of the bill. The first and

only email she ever sent to either of my siblings. Regardless of that, I did mention that my mother was the one who was going to assist us in getting a loan, and never once did Ortiz & Ortiz ask for my mother's information.

9. Again, when Ms. Ortiz would bring up the scare tactic that I owed my uncle a claim, I would constantly assure her that it is not me, it is the Estate. I would consistently clarify with Ms. Ortiz, and would ask her repeatedly, "in order for me to save the Jackson Heights property, we only have to focus on paying the judgment, right?" She would then admit it and say "yes." So, why even bring up that claim in the first place, when it has nothing to do with satisfying the judgment? Just to complicate things? Ms. Ortiz did not want to help me. I have a gut feeling as to why Ms. Ortiz did not really want to help save our property. She kept on beating around the bush, especially when she saw that we were able to save it. You know when someone has that sense that someone is not really trying to help you. That is exactly what I felt with Ortiz & Ortiz, and it is the main reason I had to let her go. When I did, she tried to cover herself and say that my uncle's claim had nothing against me for my Chapter 11. My uncle's claim was put in sometime in the early fall, where Ms. Ortiz, since then, was the whole time telling me that it was an issue for my case and complicating it—and that you, Your Honor, were not happy about it. However, when I let her go on 1/13/2023, she then sent me an email on 1/19/2023 again, saying that it did not affect my case and that I was right—that my uncle's lawyer came to that conclusion as well, and they discussed and agreed on it. I understand why she was even communicating

with my uncle's lawyer in the first place. Her email is copied and pasted at the end of this letter.

Mr. Altschul, who referred me to Ms. Ortiz, who was supposed to be working for me on the estate matters—and should have been dealing with my uncle's claim, until this day, has not given me the full meaning of the final paperwork that was done in the Surrogate's Court. That is also what Ms. Ortiz said in her response, referring to the pre-judgment of my uncle. I asked Mr. Altschul numerous times to please explain it to me and he has not done so, and was paid for that supposed work. Also, Mr. Altschul did not properly advise or help me to transfer the Brooklyn property deed over myself, siblings and uncle. Your Honor, just to let you know, Ms. Ortiz made it seem as if she had knowledge of what she was talking about in regards to this Surrogate's case when she spoke to me. Ms. Ortiz brought it up almost all the time when we conversated. In Ms. Ortiz' response to you, she incorrectly mentioned the attorney who is representing my uncle's claim. His name is not Jonathan Katz, his real name is Jonathan Kroll. Katz is the attorney from the state Supreme Court foreclosure matter that represents Penn. His first name is Samuel—Samuel Katz. How can she mix up their names? If they are two completely different people. Why is she even mingling with my uncle's lawyer, Jonathan Kroll? They honestly have no business. She should have been defending me against that claim, not terrorizing and threatening me, trying to squeeze more money out the judgment that I owed? She is supposedly being paid all this money but not even properly trying to represent me? That is just unacceptable. That was my final straw, so I had to let her go. I also added a copy

His first name is Samuel—Samuel Katz. How can she mix up their names? If they are two completely different people. Why is she even mingling with my uncle's lawyer, Jonathan Kroll? They honestly have no business. She should have been defending me against that claim, not terrorizing and threatening me, trying to squeeze more money out the judgment that I owed? She is supposedly being paid all this money but not even properly trying to represent me? That is just unacceptable. That was my final straw, so I had to let her go. I also added a copy of Ms. Ortiz's email in reference to her telling me about her real estate broker friend and trying to devalue the home which, to me, is irrelevant, confusing, work time wasted and no need for it. Please see page (31) of my response.

Finally Your Honor, I thank you for taking your time in reading this letter, and again please understand where I am coming from. I am a father, a sibling, a son, a grandson, a fourth degree Knight, a nephew and a friend. I have assumed a lot of property and debt from my forefathers, and am just trying to set things straight with the banks and the court. Unfortunately, I have never been able to properly represent myself. I have been misled by multiple lawyers, making it super difficult for me. They see that I am a young man with a lot of leftover fortune, and not much knowledge. I have not communicated that much as myself to a Judge, a person of your caliber, alone, without an attorney. I ask you please to take heed of my case, and help me. I would not try to invent these reasons for what I went through with Ms. Ortiz, and waste the court's and Your time.

Sincerely,

Edward Gonzalez

A handwritten signature in cursive script, appearing to read "Edward Gonzalez", written in dark ink.

Thu, Jan
19, 6:26 PM

Norma Ortiz

<norma@ortizandortiz.com>

to me

Ed:

I do not think this is a claim against you directly and I think the lawyer agrees. So whomever you speak to, this claim is not an issue. It just affects how much you are entitled to from Starr Street. It helps your case.

See below.

If you want to attend the hearing on the 25th, you have to contact the court to arrange it.

Norma E. Ortiz



Ortiz & Ortiz, L.L.P. | 287 Park Ave. South, Ste. 728

New York, NY 10010 | Call or Text Norma at (718) 522-1117 | Fax
(718) 596-1302

norma@ortizandortiz.com

From: Norma Ortiz <norma@ortizandortiz.com>

Sent: Thursday, January 19, 2023 6:23 PM

To: Jonathan Kroll <jkroll@jcklawyers.com>

Subject: RE:

I just read the order. I think you are right. The \$400k is against the estate, not Edward. It has to do with who is entitled to what in connection with the estate. We can discuss next week, but I do not think you are a creditor in this bankruptcy case. You are right to assert that the deed should be transferred and if the property is sold or refinance, the order determines who gets what.

The complication I see is that the decision is written as if there is a cash balance and not a piece of real estate that has a changing value.

Norma E. Ortiz



Ortiz & Ortiz, L.L.P. | 287 Park Ave. South, Ste. 728

New York, NY 10010 | Call or Text Norma at (718) 522-1117 | Fax

(718) 596-1302

norma@ortizandortiz.com

From: Jonathan Kroll <jkroll@jcklawyers.com>

Sent: Tuesday, January 17, 2023 3:28 PM

To: Norma Ortiz <norma@ortizandortiz.com>

Subject:

Jonathan E. Kroll & Associates, PLLC

400 Garden City Plaza Suite 435

Garden City N.Y. 11530

(516) 873-8000

Fax (516) 873-8009



Thu, Jan
19, 6:28 PM

Norma Ortiz

<norma@ortizandortiz.com>

to me

If he does not withdraw his claim, the lawyer has to object to the claim. I think he will.

Scope of Representation - Confidential

Inbox



Jan 13,
2023,
5:38 PM

Norma Ortiz

<norma@ortizandortiz.com>

to me

Ed:

I will be sending you more information but I wanted to respond to one of the points you made about my role as your lawyer.

First, please note the following from our contract:

Fees Paid:

We agree to accept a **\$10,000.00** retainer fee to serve as your bankruptcy counsel in your Chapter 11 case. Our retainer fee **does include the court's Chapter 11 filing fee of \$1,717.00.**

I was paid \$8,283 in legal fees because I paid the court filing fee of \$1,717.00. I have worked on your case for over 7 months with this fee. In the contract, I state the fees can reach \$50,000 to \$100,000: they can be higher or lower depending on what happens in a case.

For example, if you had gotten a loan in August, there would have been a lot less work to be done. It all depends on what happens.

Responsibility of my law firm:

I put this in my contract for a reason. The law does not permit me to put your personal interests above creditors. For this reason, this is in every Chapter 11 contract I use:

D. Loyalty of the Firm

As bankruptcy counsel, we are duty bound to serve as a fiduciary for the bankruptcy estate and creditors. There may be circumstances under which the shareholders may not agree with what is best for your creditors. You agree and understand that these interests may, in some instances, conflict with the interests of your officers and shareholders. If such an event occurs, either the shareholders or officers must seek independent legal counsel, or we may seek a court order permitting us to withdraw as your counsel.

Although you are not a corporation, so the word shareholder and officer is incorrect, the same law applies. The law requires me to try and get creditors paid as soon as possible while trying to help you reach your goals. I tried to balance those competing interests in your case, since your goal is to keep your interest in the Jackson Heights property at all costs. That is why any lawyer that represents a Chapter 11 individual debtor can not only consider the personal desires of the client. It is an unusual position for lawyers but that is the law.

Wed, Jan 11,
11:53 AM

Norma Ortiz

<norma@ortizandortiz.com>

to me

We started this in November. It is January. Did he take the pictures? The judge hasn't signed one of the orders so I will let Maltz know. That may give you more time, but not a lot. I believe the order let's you pay off the loan before the sale is approved. I have to check.

A broker from the neighborhood that is a friend of mine told me that because there are tenants, it lowers the value of the property. She said it is probably worth 1.2 or 1.3 right now, depending on condition.

Jan 11,
2023,
5:28 PM

Norma Ortiz

<norma@ortizandortiz.com>

to me

She has been selling real estate in Jackson Hts for 30 years. She knows the market.

I closed on a huge three family on 83rd street and we couldn't get more than 1.5 mill and it was empty in September. I used to live on that block and my mother owned the same house. It is a better neighborhood and a better house with an alley and a two car garage. I do not see how the house is worth 1.6 now, with higher interest rates, with a smaller house in a less desirable location. So it makes sense to me.

She also will not lie to me.

Fri, Jan 13,
12:48 PM

to norma

Attached please find document. May you please ask if they would accept it, I appreciate it. Thank you again.

Sincerely,

Edward Gonzalez

One attachment • Scanned by Gmail



Dec 29, 2022,
6:13 PM

Norma Ortiz

<norma@ortizandortiz.com>

to me

I will on Monday. I think he is away. I have emailed him three times and he has not answered me.

Norma Ortiz

<norma@ortizandortiz.com>

to me

I am writing to confirm that you have informed me that you will retain new counsel. I will make a motion to withdraw and an application to have my fees approved. The time we sent you, as Nic informed you, is a print out of my time records and not a final bill. It is a record of what I have done. I will send you a final bill when it is prepared.

Maltz is going to wait until the 25th to see if the judge signs his order.

I am also writing to confirm that I have informed you that you are at risk of a conversion to a Chapter 7 case, which will be very difficult for you and can result in the sale of other property and your loss of control of decision-making. If another member of your family files a bankruptcy case, please make sure they retain experienced counsel to ensure that the case is filed in good faith, and does not appear to have been filed to merely delay the sale.

\$880,000 commitment**Inbox**



Edward Gonzalez

<gonze777@gmail.com>

Dec 29, 2022,

5:13 PM



Norma E. Ortiz

Ortiz & Ortiz, L.L.P. | 287 Park Ave. South, Ste. 728

New York, NY 10010 | Call or Text Norma at (718) 522-1117 | Fax
(718) 596-1302

norma@ortizandortiz.com



Dec 29, 2022,
6:56 PM

Norma Ortiz

<norma@ortizandortiz.com>

to me

44k in brokers fees.

Letter expired 12/9.

What time with broker?



Norma E. Ortiz

Ortiz & Ortiz, L.L.P. | 287 Park Ave. South, Ste. 728

New York, NY 10010 | Call or Text Norma at (718) 522-1117 | Fax
(718) 596-1302

norma@ortizandortiz.com

From: Edward Gonzalez <gonze777@gmail.com>

Sent: Thursday, December 29, 2022 5:14 PM

To: Norma Ortiz <norma@ortizandortiz.com>

Subject: \$880,000 commitment

Attached please find document. May you please ask if they would accept it, I appreciate it. Thank you again.

Sincerely,

Edward Gonzalez



Dec 29, 2022,
7:31 PM

Edward Gonzalez
<gonze777@gmail.com>

to Norma

What time is okay for you? Are those fees expensive?



Dec 29, 2022,
9:10 PM

Norma Ortiz
<norma@ortizandortiz.com>

to me

Check with him. I have a lot of time tmr.



Dec 30, 2022,
9:51 AM

Edward Gonzalez
<gonze777@gmail.com>

to Norma

Good morning Norma. Gabriel said to conference call him at 10:15. Is that okay?



Dec 30, 2022,
12:13 PM

Norma Ortiz

<norma@ortizandortiz.com>

to me

Nic asked me about 3. Let me know.



Dec 30, 2022,
3:22 PM

Edward Gonzalez

<gonze777@gmail.com>

to Norma

Gabriel is on stand by. May we begin the conference call now?

Acknowledgment and agreementInbox



Edward Gonzalez
<gonze777@gmail.com>

Sep 20, 2022,
12:57 PM

to norma

Good afternoon Norma. Attached, please find loan agreement. Thank you.

Sincerely,

Edward Gonzalez

One attachment • Scanned by Gmail



Norma Ortiz
<norma@ortizandortiz.com>

Sep 20, 2022,
12:59 PM

to me

Ed:

This is not complete. It is an application, not a loan commitment. Do you have a pre-approval for a loan or this is an application your mother is submitting?

Norma

Non-billable Time Entries:

07/13/2022 NO

Expenses

Date EE 06/01/2022 CN 06/01/2022 CN 06/01/2022 CN

Communicate (other outside counsel)

Activity Expense Expense Expense

Review and respond to request for retention order from UST

\$375.00 0.1

Totals: **98.8**

\$37.50

\$23,312.50

Line Total \$19.72 \$18.50 \$1,738.00

\$2,025.54

\$15,338.04

Description Cost Quantity

UNIVERSAL CREDIT SERVICES

Next Chapter Credit Report for Edward Gonzales COURTS USBC NY E 5

\$19.72 1.0

\$18.50 1.0 \$1,738.00 1.0

Expense Total:

Balance Due:

11/15/2022	NS	Expense-Mailing	Mailing CASE NO: 22-71280 NAME: EDWARD J GONZALEZ TRACKING NUMBER: 7332157926	\$249.32	1.0	\$249.32
------------	----	-----------------	--	----------	-----	----------

Time Entry Sub-Total: Expense Sub-Total: **Sub-Total:****Total: Amount Paid:**

\$23,312.50 \$2,025.54 \$25,338.04

\$25,338.04 \$10,000.00

Payment History

Activity

Payment Received

Date

Jan 11, 2023

Payment Method Non-Trust Credit Account

Amount \$10,000.00

Responsible User Deposited Into

Nicolas Santacruz (Paralegal)

Update_{Inbox}



Wed, Aug 31, 2022,
4:58 PM

Edward Gonzalez
<gonze777@gmail.com>

to Norma

Good afternoon Norma. I must have missed your email when I checked yesterday. My apologies. Our mother ended up assisting us, she just applied today. I will let you know an update pronto. Thank you and have a blessed evening.

Sincerely,

Edward Gonzalez

One attachment • Scanned by Gmail



Tue, Sep 6, 2022,
11:30 AM

N

Tue, Aug 30, 2022,
11:28 AM

Norma Ortiz

<norma@ortizandortiz.com>

to me, Nicolas

The court specifically asked me to speak to your siblings to confirm they would cooperate with any attempt to obtain a loan. It has been many weeks and I haven't been able to do so. Court is coming up.

I need to speak to them.

Norma E. Ortiz

Ortiz & Ortiz, L.L.P. | 287 Park Ave. South, Ste. 213

New York, NY 10010 | Call or Text Norma at (718) 522-1117 | Fax
(718) 596-1302

email@ortizandortiz.com



Edward Gonzalez
<gonze777@gmail.com>

to Norma

Good morning Norma. Hope you had a wonderful weekend. My brother's name is John and his cell phone number is (631) 671-3015 and his email Johnlezie27@yahoo.com. My sister's name is Joanna and her cell phone number is (631) 664-4387 and her email is Jg71600n@gmail.com. Thank you and have a good day.

Sincerely,

Edward Gonzalez

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, and more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of 93rd Street, formerly known as 36th Street distant 47 feet 8 inches northerly from the corner formed by the intersection of the westerly side of 93rd Street with the northerly side of 37th Avenue, formerly known as Polk Avenue;

RUNNING THENCE westerly parallel with 37th Avenue 100 feet to the centre line of the Block between 93rd Street and 92nd Street;

THENCE northerly along the said centre line of the block and parallel with 93rd Street 24 feet 4 inches;

THENCE easterly again parallel with 37th Avenue and part of the distance through a party wall 100 feet to the westerly side of 93rd Street;

THENCE southerly along the westerly side of 93rd Street, 24 feet 4 inches to the point or place of BEGINNING.

SAID PREMISES KNOWN AS: 35-64 93rd Street, Jackson Heights, NY

Premises are the same as those described in the deed to the grantors dated 6/21/87 recorded 8/24/87 in reel 2437 cp. 1512.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the covenants and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 12 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Vincent Gonzalez
VINCENTE GONZALEZ

25x10

STATE OF NEW YORK, COUNTY OF *Queens*
On the *17th* day of *October* 19*77*, before me

VINCENTE GONZALEZ

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

NOTARY PUBLIC

Tracy Meyer Fernandez
Notary Public, State of New York
No. 014808288
Qualified in Queens County
Commission Expires *12/4/97*

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

RECEIVED

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporation's seal; that it was in effect by order of the board of directors of said corporation, and that he signed it in accordance therewith.

STATE OF NEW YORK, COUNTY OF

On the day of 19 before me

personally came the subscribing witness to the foregoing instrument, who, being by me personally sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed it as witness therein.

Mortgage and their Heirs
WITH COVENANT AGAINST GRANTORS' ALIEN

THIS NO.

VINCENTE GONZALEZ

TO

VINCENTE GONZALEZ LIVING TRUST,
dated December 23, 1996

STANDARD FORM OF NEW YORK MORTGAGE OF NEW YORK
Recorded by
First American Title Insurance Company
of New York

SECTION 9
PAGE 1466
LOT 34

COUNTY OF QUEENS COUNTY

Recorded At Request of
First American Title Insurance Company of New York
RETURN BY MAIL TO:

ISAURO FERNANDES, ESQ.
99-06 Metropolitan Avenue
Forest Hills, NY 11375

By SA.

RECORD THIS PAGE FOR USE OF RECORDING OFFICE

25x10